

CITY OF LINCOLN/LANCASTER COUNTY

**CONTRACT AWARD NOTIFICATION**  
**SPECIFICATION NO.00-110**  
**ANNUAL REQUIREMENTS FOR**  
**DIGITAL CELLULAR/PCS EQUIPMENT AND SERVICES**

**DATE:** Sept. 8, 2003

**CONTRACT PERIOD:** Sept.1, 2003 thru Aug.31,2004

**CONTRACTOR:** Alltel

2201 Winthrop Road  
Lincoln, NE 68502

**PURCHASING DIVISION**

**K-STREET COMPLEX**

**440 SOUTH 8<sup>TH</sup> STREET**

**LINCOLN, NEBRASKA 68508**

**(402) 441-7410**

**Company Representative:** Rick McLaughlin

**Telephone No.:** 402/436-5134

**FAX No.:** 402/436-4787

**E-Mail Address:** Diane.Reese@alltel.com

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THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

**AS PER RENEWAL (Dated 7/11/03) OF CONTRACT AGREEMENTS**

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. 68206  
Dated 9/5/03

# LANCASTER COUNTY, NEBRASKA

## CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 21 day of Oct, 2000, by and between All tel Communications, 500 So. 16<sup>th</sup> Street, Lincoln, NE 68501 hereinafter called contractor, and the Lancaster County, Nebraska, hereinafter called the County or Owner.

WITNESS, that:

WHEREAS, the Owners has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Digital Cellular Phone equipment and related services, as per RFP # 00-110  
and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible Proposer for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract;

WHEREAS, the RFP Specification Document only refers to the City of Lincoln, or City as Owner;

WHEREAS, the City Purchasing Department also serves the need of Lancaster County and allows the County to participate in select City contract arrangements for general commodities and services to benefit the tax payers of Lincoln/Lancaster County;

WHEREAS, flexibility to respond to changes in technology, Owner interests and competitive factors within the cell phone market should be an essential characteristic of this agreement and both the Owner and Alltel will stress maximum system flexibility to take advantage of new technology to benefit the Owners as such technology becomes available, and

FURTHERMORE, the parties recognize the County also as participant in the negotiated rate plan (see Attachment "A" and proposal details).

NOW, THEREFORE, Owners shall include the County as outlined in all places in the Specification and negotiated arrangement where it reads "City of Lincoln" or "City", it shall be amended to read "Owners".

And,

In consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the County have agreed and hereby agree as follows:

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows: **RFP #00-110, and all associated negotiation details**

**EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

**Request for Proposal #00-110, Wireless phone service and as per Attachment "A"**

The Work included in this Contract shall be for the annual requirements beginning **Sept. 1, 2000** through **Aug. 31, 2001**.

Providing the successful respondent will agree to maintain the same terms and conditions of the current contract, this contract may be renewed for an additional, three (3), one (1) year periods if mutually agreed by parties involved. First renewal option beginning **Sept. 1, 2001** through **Aug. 31, 2002**. Second renewal option beginning **Sept. 1, 2002** through **Aug. 31, 2002**. And third year renewal option beginning **Sept. 1, 2003** through **Aug. 31, 2004**.

The Contract Documents comprise the Contract, and consist of the following:

1. The Instructions to Proposers
2. The Accepted Proposal
3. The Contract Agreements

4. The Specifications
- a. General Information and Special Conditions
  - b. Special Conditions
  - c. Proposal Page and Questionnaire

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the contractor and the County do hereby execute this contract.

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

CONTRACT APPROVED AS TO FORM:

*David W. Pherson*  
\_\_\_\_\_  
For Lancaster County Attorney

COUNTY OF LANCASTER, NE

*Valley C. Curren*  
\_\_\_\_\_  
Chairperson Board of Commissioners 10/24/00

**EXECUTION BY CONTRACTOR**

IF A CORPORATION:

ATTEST:

*Carrie X. Grantz*  
\_\_\_\_\_  
Secretary (SEAL)

ALLTEL Communications, Inc.

Name of Corporation  
One Allied Drive  
Little Rock, AR 72202

Address

By: *Michael T. Hyman*  
\_\_\_\_\_  
Duly Authorized Official

Group President

Legal Title of Official

# ALLTEL WIRELESS

## Metro Government Rate Plan

*Local Service Area includes Lincoln and Lancaster County*

### Rate Plan:

Access per Month	Minutes Included	Additional Minutes	Local Toll	Roaming	Roaming Toll	Voice Mail	Digital Advisor
4,200	60,000	0.07	0.10	.20/.65	0.25	Preview	Basic

Note: Metro Government Rate will be billed @ .07 cents per minute flat rate for each minute or portion used!

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**Custom Calling Features: ( These are included free with rate plan! )**

Busy Transfer - Call Waiting - Call Forwarding - Call Diversion

Three Way Calling - Caller ID - Voice Mail - Digital Advisor

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The Power to **Simplify.**

**ALLTEL**

## ALLTEL WIRELESS - Features

### Call Forwarding :

*Activating this feature will redirect all calls placed to your wireless phone to a number of your choosing. Your wireless phone will not ring but go directly to the forwarded number ( normal airtime charges apply ).*

### Call Diversion :

*This call forwarding option first rings your wireless phone. Then, if there is no answer, forwards the call to a number that you choose. ( normal airtime charges apply ).*

### Busy Transfer :

*This feature will forward calls to a number of your choosing if you are already on a call.*

## **ALLTEL WIRELESS - Features**

### **Call Waiting :**

*When you hear “beeps” during a conversation, it means that you have a second caller whom is trying to reach you.*

### **Three Way Calling :**

*This feature allows you to have a conversation with two callers at the same time ( normal airtime charges will apply ).*

### **Caller ID :**

*When activated, this feature will show the number of your caller on the screen of your phone.*

#### ***Note:***

- Not all numbers will be displayed
- Callers can block their number
- If you receive a second call from Call Waiting, that number will appear on your screen.

## ALLTEL WIRELESS - Calling Features

### Voice Mail ( Preview ):

*Never miss an important call again!*

*Voice mail allows callers to leave a message for you if you are away from the phone, already on a call, out of service area or even if your phone is turned off!*

- *Deposits to your voice mail and retrieval of messages are free while in the ALLTEL Nebraska Service Area.*
- *Voice mail Preview holds up to Five - 60 seconds messages which can be stored up to three days.*
- *Voice mail is secure - Only you are able to access your messages. When using Voice Mail, you must enter a password of your choosing to check for messages. You can change this password at any time.*

The Power to **Simplify.**

**ALLTEL**